

EXAMPLE OF BREAK & LUNCH (BASED ON 8 HOUR OF WORK)

2 HOURS WORK	10 MINUTE BREAK WITH PAY	2 HOURS WORK	LUNCH 1/2 HOUR MINIMUM EMPOLER WILL NOT PAY	2 HOURS WORK	10 MINUTES BREAK WITH PAY	2 HOURS WORK	TOTAL WORK HOURS WILL BE PAID EXCLUDING LUNCH TIME
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Federal law

Federal law does not require lunch or coffee breaks. However, when employers do offer short breaks (usually lasting about 10 minutes), federal law considers the breaks as compensable work hours that would be included in the sum of hours worked during the work week and considered in determining if overtime was worked. Unauthorized extensions of authorized work breaks need not be counted as hours worked when the employer has expressly and unambiguously communicated to the employee that the authorized break may only last for a specific length of time, that any extension of the break is contrary to the employer's rules, and any extension of the break will be punished.

Meal or lunch periods (typically lasting at least 30 minutes), serve a different purpose than coffee or snack breaks and, thus, are not work time and are not compensable.

State of California law

The CA meal break law requires that an employee working a shift of 5 to 10 hours be given a meal break before the beginning of the 6th hour of work. In other words, an employee who begins work at 8 am must have the opportunity to take a meal break by 1 pm. Under the regulations, an employee may waive a meal break by mutual consent, but only if the total shift is 6 hours or less. An employer cannot pressure an employee to skip the meal break – it must genuinely be the employee's choice. An employee who works more than 10 hours is entitled to a second meal break, of 30 minutes or more. That break must begin before the 11th hour of work. If the total shift is 12 hours or less, the meal break can be waived by mutual agreement – but only if the employee took the earlier meal break. Meal breaks must be paid unless the employee is allowed to leave the premises. Different rules apply in the motion picture industry, although those employees are still entitled to meal breaks. In rare cases, usually when there is only one employee on a shift in a convenience store or as a security guard, the law allows employers and employees to mutually agree to an on-duty meal period.

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Breaks & lunch Periods

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